

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

07 CV 4121

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

-against-

LANCASTER MORTGAGE BANKERS, LLC

Defendant.

Civ. No.

MAY 25 2007

COMPLAINT

Plaintiff DB Structured Products, Inc. ("DBSP" or "Plaintiff"), by its attorneys, Thacher Proffitt & Wood LLP, for its complaint against defendant Lancaster Mortgage Bankers, LLC ("Defendant") (Plaintiff and Defendant, collectively, the "Parties") alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

**THE PARTIES**

3. Plaintiff DBSP is a corporation organized and existing under the laws of the State of Delaware. DBSP maintains its principal place of business at 60 Wall Street, New York, New York.

4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of New Jersey and maintains its principal place of business at 20 Independence Blvd., Warren, NJ.

## **FACTUAL ALLEGATIONS**

### **The Seller Loan Purchase Agreement**

5. On or about March 24, 2006, DBSP and Defendant entered into a Seller Loan Purchase Agreement (the "Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit 1. Exhibit 1 is hereby incorporated herein as if fully sent forth.

6. As set forth in Section 13 of the Purchase Agreement, the Parties agreed that the Purchase Agreement "shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in effect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to conflict of laws principles thereof."

7. As set forth in Section 13 of the Purchase Agreement, Defendant consented to DBSP bringing any action relating to the Purchase Agreement in the United States District Court for the Southern District of New York and consented to the jurisdiction of this Court.

8. In connection with individual transactions between the Parties pursuant to the Purchase Agreement, DBSP and Defendant also entered into letter agreements, including, but not limited to, those dated March 13, 2006 and June 21, 2006 (collectively, the "Letter Agreements", and together with the Purchase Agreement, the "Agreements").

9. The Letter Agreements state that they "shall be governed in accordance with the laws of the state of New York, without regard to conflict of laws rules."

### **Defendant's Failure to Repurchase Loans With Early Payment Defaults From DBSP**

10. Pursuant to the Agreements, Defendant from time to time offered to sell and DBSP agreed to purchase certain mortgage loans ("Mortgage Loans") in accordance with the

terms of the Agreements and the Deutsche Bank Correspondent Lending Seller Guide (the "Seller Guide").

11. Pursuant to Section 9 of the Purchase Agreement, Section 2(c) of the Letter Agreements and Volume 1 of the Seller Guide, Defendant agreed to repurchase any Mortgage Loan in early payment default, as described in the Agreements and the Seller Guide.

12. Pursuant to the Agreements and the Seller Guide, DBSP may, in its sole discretion, determine that a Mortgage Loan is in early payment default and thus subject to the repurchase obligation.

13. Certain of the Mortgage Loans experienced early payment or early delinquency defaults, as described in the Letter Agreements and the Seller Guide (hereinafter, such Mortgage Loans shall be collectively referred to as "Early Payment Default Loans"). Attached as Exhibit 2 is a schedule of the Early Payment Default Loans, which is hereby incorporated herein as if fully set forth.

14. Accordingly, pursuant to Section 9 of the Purchase Agreement, Section 2(c) of the Letter Agreements and Volume 1 of the Seller Guide, Defendant is obligated to remit to DBSP the Repurchase Price (as defined in the Letter Agreements and the Seller Guide) with respect to each Early Payment Default Loan.

15. On January 11, 2007, DBSP issued a demand to Defendant to repurchase the Early Payment Default Loans on or before January 19, 2007. Attached as Exhibit 3 is a copy of the January 11, 2007 demand from DBSP to Defendant.

16. On April 26, 2007, DBSP issued a second demand to Defendant to repurchase the Early Payment Default Loans on or before May 10, 2007 (together with the January 11, 2007

demand, collectively, the “Demand Letters”). Attached as Exhibit 4 is a copy of the April 26, 2007 demand from DBSP to Defendant.

17. In addition, prior to DBSP’s issuance of the Demand Letters, DBSP also notified Defendant via one or more emails and/or other communications that certain Mortgage Loans, including the Early Payment Default Loans, were in early payment default status. In addition to the Demand Letters, these email notifications separately triggered Defendant’s obligations to repurchase such Early Payment Default Loans, pursuant to the Agreements and the Seller Guide.

18. To date, Defendant has failed to repurchase the Early Payment Default Loans, or otherwise compensate DBSP, notwithstanding its clear contractual obligation to do so.

19. The aggregate Repurchase Price for the Early Payment Default Loans, excluding attorneys’ fees and other costs and expenses, exceeds \$14.1 million.

20. DBSP has performed all of its obligations under the Agreements and the Seller Guide.

21. As a result of Defendant’s failure to repurchase the Early Payment Default Loans, DBSP is required to maintain possession and maintenance of the Early Payment Default Loans, and may be exposed to any claims or losses that might be sustained by reason of ownership of each such loan. Moreover, because the Early Payment Default Loans are in default, DBSP is unable to include certain of Early Payment Default Loans in securitizations or other packages, a specific purpose, known to Defendant, for which DBSP purchased the Early Payment Default Loans. Accordingly, DBSP’s harm is not solely monetary and cannot be adequately compensated by damages.

**Defendant's Failure to Reimburse DBSP  
For The Premium Recapture Loans**

22. Pursuant to the Letter Agreements and the Seller Guide, Defendant agreed that for Mortgage Loans that prepay-in-full, the Defendant would reimburse DBSP according to the terms of the Letter Agreements and the Seller Guide.

23. Certain of the Mortgage Loans were prepaid in full (hereafter these loans are collectively referred to as the "Premium Recapture Loans"). Attached as Exhibit 4 is a schedule of Premium Recapture Loans, which is hereby incorporated herein as if fully set forth.

24. Accordingly, pursuant to the Letter Agreements and the Seller Guide, Defendant is obligated to reimburse DBSP in accordance with the terms of the Letter Agreements and the Seller Guide.

25. On April 26, 2007, DBSP issued a written demand to Defendant to reimburse DBSP for the Premium Recapture Loans on or before May 10, 2007, which demand is attached as Exhibit 3.

26. To date, Defendant has failed to reimburse DBSP for the Premium Recapture Loans, notwithstanding its clear contractual obligation to do so.

27. The aggregate reimbursement due for the Premium Recapture Loans, excluding attorneys' fees and other costs and expenses, exceeds \$10,600.00.

**Indemnification**

28. Pursuant to Section 5 of the Purchase Agreement, Defendant agreed to indemnify, defend and forever hold harmless DBSP, from and against any and all liabilities, loss, injury or damages, judgments, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) by whomever

asserted, relating to Defendant's breach of a representation, warranty, covenant, agreement or obligation of Defendant under the Purchase Agreement.

29. Pursuant to the Seller Guide, Defendant agreed to indemnify and hold harmless DBSP from all losses, damages, penalties fines, forfeitures, court costs and attorneys' fees, judgments, and any other costs, fees and expenses resulting from any breach of any warranty, obligation or representation under the Purchase Agreement.

30. Defendant has breached the representations and warranties in the Purchase Agreement and in the Seller Guide that Defendant would: 1) repurchase the Early Payment Default Loans from DBSP; and 2) reimburse DBSP for the Premium Recapture Loans. As a result, Defendant owes DBSP indemnification for all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DBSP may sustain.

31. Pursuant to the Purchase Agreement and the Seller Guide, Defendant agreed that it will indemnify DBSP and hold it harmless against all court costs, attorneys' fees and any other costs, fees and expenses incurred by DBSP in enforcing the Purchase Agreement.

32. Defendant's indemnification obligations survive the Purchase Date, the termination of the Purchase Agreement and the disqualification or suspension of Defendant.

33. Defendant's indemnification obligations expressly include the legal fees and related costs and any other costs, fees and expenses DBSP may sustain in connection with Defendant's failure to observe and perform its obligations to repurchase the Early Payment Default Loans and reimburse DBSP for the Premium Recapture Loans, including but not limited to, the attorneys' fees and other expenses incurred by DBSP in this action.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract - Agreements)**

34. Plaintiff DBSP realleges paragraphs 1 through 33 of this complaint as if fully set forth herein.

35. Under the Agreements and the Seller Guide, Defendant agreed to repurchase the Early Payment Default Loans from DBSP.

36. Pursuant to the Agreements, Defendant agreed to reimburse DBSP for the Premium Recapture Loans.

37. DBSP has demanded that Defendant repurchase the Early Payment Default Loans and reimburse DBSP for the Premium Recapture Loans.

38. Defendant has refused and failed to repurchase the Early Payment Default Loans and to reimburse DBSP for the Premium Recapture Loans.

39. As a direct, proximate and actual result of Defendant's breach of its obligations to repurchase the Early Payment Default Loans and reimburse DBSP for the Premium Recapture Loans, DBSP has suffered damages in an amount to be determined at trial, but which is not less than \$14.1 million as of April 10, 2007 plus interest.

**SECOND CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

40. Plaintiff DBSP realleges paragraphs 1 through 39 of this complaint as if fully set forth herein.

41. In consideration of the sale of the Early Payment Default Loans and the Premium Recapture Loans by Defendant to DBSP, Defendant received payment from DBSP.

42. Defendant has wrongfully refused to repurchase the Early Payment Default Loans, causing DBSP to lose the use of those moneys due and owing, and requiring DBSP to

incur attorneys' fees to recover these costs due under the Agreements. It would be unjust and inequitable to allow Defendant to benefit in this manner.

43. Defendant has wrongfully refused to reimburse DBSP for the Premium Recapture Loans, causing DBSP to lose the use of those moneys due and owing, and requiring DBSP to incur attorneys' fees to recover these costs due under the Agreements. It would be unjust and inequitable to allow Defendant to benefit in this manner.

44. By reason of the foregoing, Defendant has been unjustly enriched at the expense of DBSP, and DBSP has suffered damages in an amount to be established at trial.

**THIRD CLAIM FOR RELIEF**  
**(Indemnification for Legal Fees And Related Costs)**

45. Plaintiff DBSP realleges paragraphs 1 through 44 of this complaint as if fully set forth herein.

46. Pursuant to Section 5 of the Purchase Agreement and the indemnification provisions in the Seller Guide, Defendant agreed to indemnify DBSP for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DBSP may sustain that are in any way related to Defendant's breach of Defendant's representations, warranties, covenants, agreements or obligations under the Purchase Agreement and the Seller Guide.

47. Defendant has breached its representations and warranties and failed to observe its obligations, causing DBSP to suffer the damages for which Defendant owes indemnity.

48. Defendant is therefore liable to DBSP for all of DBSP's legal fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in connection with Defendant's failure to observe and perform its obligations to repurchase the Early Payment Default Loans and to reimburse DBSP for the Premium Recapture Loans.

**FOURTH CLAIM FOR RELIEF**  
**(Specific Performance)**

49. Plaintiff DBSP realleges paragraphs 1 through 48 of this complaint as if fully set forth herein.

50. The Agreements and Seller Guide are valid, enforceable contracts between Defendant and DBSP.

51. Under the terms of the Agreements and Seller Guide, DBSP and Defendant made several valid and enforceable mutual agreements.

52. DBSP substantially performed its obligations under the Agreements and Seller Guide by, *inter alia*, purchasing Mortgage Loans from Defendant pursuant to the terms and provisions of the Agreements and the Seller Guide.

53. DBSP is willing and able to perform its obligations under the Agreements and Seller Guide by, including, but not limited to, delivering repurchased loans to Defendant.

54. Upon information and belief, Defendant is able to continue to perform under the Agreements and Seller Guide by, including but not limited to, repurchasing the Early Payment Default Loans and reimbursing DBSP for the Premium Recapture Loans.

55. DBSP has suffered harm resulting from Defendant's refusal to repurchase the Early Payment Default Loans for which there is no adequate remedy at law.

56. DBSP has demanded, and is entitled to, specific performance of Defendant's repurchase obligations under the Agreements and Seller Guide.

57. As a result of the foregoing breaches, pursuant to the Agreements and Seller Guide, Defendant is obligated to pay DBSP an amount to be determined at trial, but which is not less than \$14.1 million as of April 10, 2007, plus interest.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff DBSP respectfully requests judgment against Defendant awarding DBSP:

- A. Damages in an amount to be determined at trial but not less than \$14.1 million;
- B. Specific performance of the Agreements and Seller Guide;
- C. Attorneys' fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in this action in connection with Defendant's failure to observe and perform its obligations under the Agreements and Seller Guide; and
- D. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
May 25, 2007

THACHER PROFFITT & WOOD LLP

By:



John P. Doherty (JD-3275)  
Richard F. Hans (RH-0110)

Kerry Ford Cunningham (KF-1818)  
Brendan E. Zahner (BZ-8645)  
Two World Financial Center  
New York, New York 10281  
(212) 912-7400

*Attorneys for DB Structured Products, Inc.*

## **EXHIBIT 1**

## Seller Loan Purchase Agreement

THIS SELLER LOAN PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 14th day of March, 2006 by and between LANDSTAR MORTGAGE SERVICES, LLC ("Seller"), a(n) LLC duly organized under the laws of New York, having an address at 1000 Avenue of the Americas, Suite 1000, New York, NY 10036, and DB STRUCTURED PRODUCTS, INC. ("DBSP"), a corporation duly organized under the laws of the State of Delaware, the principal business address of which is 60 Wall Street, New York, New York 10005, for mutual considerations set forth herein.

### RECITALS:

Seller engages in the business of making loans to individuals evidenced by promissory notes payable to Seller and secured by first or second mortgages on residential real property; and

Seller desires to sell to DBSP, and DBSP desires to purchase from Seller, from time to time, certain of these loans on the terms and conditions set forth here and in the Deutsche Bank Correspondent Lending Seller Guide, as amended, supplemented or otherwise modified from time to time (the "Seller Guide").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein referenced or contained in the Seller Guide, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound thereby, agree as follows:

**1. SELLER GUIDE.** DBSP has provided to Seller the Seller Guide. SELLER ACKNOWLEDGES THAT IT HAS RECEIVED AND READ THE SELLER GUIDE PRIOR TO ENTERING INTO THIS AGREEMENT. Seller and DBSP agree to comply with and be bound by all terms of the Seller Guide. All of the terms and conditions of the Seller Guide are incorporated herein by reference and made a part of the Agreement.

**2. DEFINITIONS.** Capitalized terms in this Agreement not otherwise defined herein are defined in Volume 1 of the Seller Guide.

**3. PURCHASE AND SALE OF MORTGAGE LOANS.** Seller may from time to time offer Loans for sale to DBSP and DBSP may, from time to time, in its absolute discretion, purchase such Loans from Seller, on the terms and conditions set forth in the Seller Guide, in the applicable Commitment, and in this Agreement.

**4. REPRESENTATIONS AND WARRANTIES.** Seller reaffirms that all of Seller's representations and warranties set forth in the Seller Guide, including without limitation those set forth in Volume 1 of the Seller Guide, are true and correct. Each of the Seller's representations and warranties: (a) applies to any and all Loans sold to DBSP; (b) shall be deemed to have been relied upon by DBSP regardless of any independent investigation now, heretofore, or hereafter made by DBSP, its officers, directors, employees or agents and regardless of any opportunity for such investigation or review; (c) is for the benefit of DBSP and each of its successors and assigns; (d) shall survive the termination of this Agreement and continue in full force and effect for so long as the Note remains outstanding and for such time as DBSP is subject to any risk of loss or liability as to any Loan purchased from Seller hereunder; and (e) is in addition to any other specific warranties contained elsewhere herein. Seller agrees that its representations and warranties and DBSP's rights to indemnification and to repurchase or payment of Loss apply to all Loans purchased by DBSP hereunder notwithstanding that any Loan was originated by or through any third party originator, including, but not limited to, a mortgage broker or correspondent lender. Seller will not assert the fact that a Loan was originated by a third party originator as a defense to any claim or request by DBSP for indemnification or repurchase or payment of Loss.

**5. INDEMNIFICATION.** Seller hereby agrees that it will indemnify, defend and forever hold harmless DBSP, its affiliates and parent corporation, and its successors and assigns, and each of its and their respective officers, directors, employees and agents, from and against any and all liabilities, loss, injury or damages, including but not limited to incidental and consequential damages, judgments, damages, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to legal and accounting fees and expenses), by whomsoever asserted, including but not limited to the claims of: (a) the Borrower with respect to any Loan purchased hereunder; and (b) any person or persons who prosecute or defend any actions or proceedings as representatives of or on behalf of any class or interest group, or any governmental instrumentality, body, agency,

department or commission, or any administrative body or agency having jurisdiction pursuant to any applicable statute, rule, regulation, order or decree; or the settlement or compromise of any of the foregoing, arising out of, resulting from or relating to: (i) any breach of any one or more of the representations, warranties, covenants, agreements or other obligations of Seller, irrespective of the ownership of Loans prior to the sale of Loans to DBSP hereunder and including, without limitation, any loss arising from Seller's failure to properly and timely file and record all Security Instruments in all necessary jurisdictions; or (ii) any suit, claim, action, proceeding or investigation pending or threatened against DBSP or Seller or affecting any Loan asserting a claim based upon facts that, if proven, would constitute a breach of Seller's representations, warranties, covenants, agreements or obligations and regardless of whether the matter is ultimately successfully concluded.

**6. TERMINATION.** This Agreement may be terminated at any time by either DBSP or Seller by giving the other party hereeto ninety (90) days prior written notice. In the event of Seller's breach of this Agreement, the Seller Guide or any other agreement between DBSP and Seller, or upon the occurrence of an Event of Seller Default as defined in Volume 1 of the Seller Guide, DBSP may immediately, upon notice to Seller via certified mail, terminate this Agreement. Upon the effective date of termination, neither of the parties shall have any further liabilities or obligations to the other party except that such termination shall not affect any liabilities and obligations of either party under sections 5, 7 and 9 or which otherwise relate to Loans transferred by Seller to DBSP prior to the effective date of termination.

**7. CONFIDENTIALITY.** The parties shall observe the confidentiality requirements set forth in Volume 1 of the Seller Guide. Without limiting the foregoing sentence, Seller shall agree to use the Confidential Information solely for the purpose of the Agreement, will not use the Confidential Information for any other purpose, and will not disclose or communicate the Confidential Information in any manner whatsoever, directly or indirectly, to any third party without the prior written consent of DBSP.

**8. RELATIONSHIP OF PARTIES.** Seller is not and shall not represent to third parties that it is acting as an agent for or on behalf of DBSP. Seller at all times shall act as an independent contractor.

**9. REPURCHASE.** Seller agrees to repurchase any Loan subject to this Agreement in accordance with the terms and conditions set forth in Volume 1 of the Seller Guide.

**10. INTEGRATION.** This Agreement, including the Seller Guide and all other documents incorporated by reference herein, constitute the full and integrated agreement of the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby, and supersedes any and all prior negotiations, commitments, agreements, statements (whether oral or written) and writings made with respect thereto.

**11. MODIFICATION.** Except for automatic amendments resulting from revisions by DBSP to the Seller Guide, this Agreement may not be amended, varied or altered, nor its provisions waived, except by written agreement of the parties hereto.

**12. ASSIGNMENT.** DBSP has entered into this Agreement with Seller in reliance on the specific qualifications of Seller, therefore, Seller may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without prior written consent of DBSP.

**13. GOVERNING LAW.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in effect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to the conflict of laws principles thereof. Any suit, action, or proceeding against Seller with respect to this Agreement may be brought in a court of competent jurisdiction in the County of New York, New York or in the United States District Court for the Southern District of New York, as DBSP in its sole discretion may elect, and Seller

consents to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

14. **BINDING EFFECT** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

15. **CHANGE OF CIRCUMSTANCES**. DBSP may refuse to purchase any Loan, notwithstanding that DBSP has issued a Commitment with respect to such Loan, if any regulatory agency having jurisdiction over DBSP has determined that such purchase would be unsafe or unsound.

16. **SEVERABILITY**. If any provision or part of this Agreement is deemed invalid or unenforceable under applicable law, the remainder of this Agreement shall not be affected thereby, and shall be fully enforceable to the extent of the valid portions thereof.

17. **WAIVERS**. All rights and remedies under this Agreement shall be cumulative and concurrent, and not in the alternative. No delay on the part of DBSP in exercising any right, power or remedy shall operate as a waiver thereof, nor shall any waiver of any right, power or remedy hereunder constitute a waiver of any other rights, powers or remedies hereunder. The acceptance by DBSP of any Loan which could have been rejected shall not constitute a waiver with respect to any other Loan, or with respect to any defect or default under that Loan which is not expressly waived in writing by DBSP.

18. **NOT A COMMITMENT**. Nothing contained herein shall be deemed or construed to be a commitment from DBSP to purchase any Loans from Seller, or a commitment from Seller to offer any Loans for sale to DBSP.

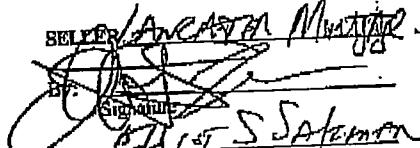
19. **HEADINGS**. All article and section headings in this Agreement are inserted for convenience of reference only; they neither form a part of this Agreement, nor are to be used in the construction or interpretation hereof.

20. **NOTICES**. Except as otherwise provided herein, all notices, requests, demands or other communications which are to be given under this Agreement

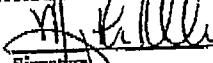
shall be in writing, addressed to the appropriate party and sent via certified United States mail, return receipt requested, or by overnight delivery service to the address set forth in the introductory paragraph to this Agreement, unless another name or address is later substituted.

21. **WAIVER OF JURY TRIAL**. SELLER AND DBSP HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. SELLER AND DBSP ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH SUCH PARTY TO ENTER INTO A BUSINESS RELATIONSHIP AND THAT SELLER AND DBSP HAVE ALREADY RELIED ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS WITH EACH OTHER. SELLER AND DBSP FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL, BY THE COURT.

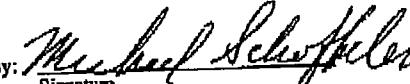
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the day and year first above written.

SELLER: *LANCASTER Mortgage Bankers LLC*  
  
 Signature: *Michael S. Salomon*  
 Typed Name: *Michael S. Salomon*  
 Title: *President*

DB STRUCTURED PRODUCTS, INC.

By:   
 Signature: *Margoth Pilla*  
 Managing Director

Title

By:   
 Signature: *Michael Schoffelen*  
 Typed Name: *MICHAEL SCHOFFELEN*  
 Title: *AUTHORIZED SIGNATORY*

## AMENDMENT TO SELLER LOAN PURCHASE AGREEMENT

THIS AMENDMENT TO SELLER LOAN PURCHASE AGREEMENT ("Amendment") is made and entered as of the 27th day of March, 2007 by and between Lancaster Mortgage Bankers, LLC ("Seller"), and DB Structured Products, Inc. ("DBSP"), and amends, supplements and is incorporated into the Seller Loan Purchase Agreement between DBSP and Seller dated as of March 24, 2007 and any amendments thereto (the "Seller Agreement").

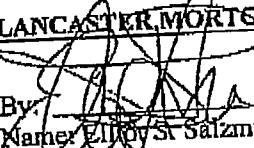
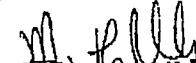
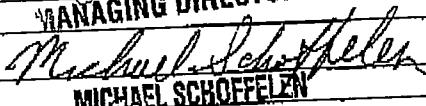
Based on the mutual covenants contained herein, the parties agree as follows:

I. SELLER GUIDE. Section 1 of the Seller Agreement is hereby amended by inserting the following sentence at the end thereto:

"Notwithstanding anything to the contrary in the Seller Guide, DBSP shall provide five (5) Business Days notice to the Seller before exercising any rights of set-off"

II. RATIFICATION. Seller and DBSP ratify and confirm the terms and provisions of the Seller Agreement and the Seller Guide, which terms shall remain in full force and effect except as amended and/or supplemented herein. To the extent of any inconsistency between this Amendment and the Seller Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment as of the day and year first above written.

LANCASTER MORTGAGE BANKERS, LLC	DB STRUCTURED PRODUCTS, INC.
<p>By:             Name: Eliot S. Salzman            Title: President</p>	<p>By:             Name: MARGOTH PILLA            Title: MANAGING DIRECTOR</p> <p>By:             Name: MICHAEL SCHOFFELLEN            Title: AUTHORIZED SIGNATORY</p>

## **EXHIBIT 2**

## EXHIBIT A: Lancaster Repurchase Demand

Repurchase Demand To: 4/10/2007  
 UPB: 13,041,488.54  
 Interest: 730,059.78  
 Purchase Premium: 322,567.26  
 Repurchase Proceeds: 14,094,135.57  
 Premium Recapture on PIF: 10,613.41  
 \_\_\_\_\_  
 14,104,748.98

## Per Diem Based upon Current Values 3,095.26

[does not include corp of escrow advances, which will be due to servicer at transfer back to seller.]

LMSID	Wells #	SellerLoanID	UPB	Settle Date	Price	Premium	Int Rate	Per Diem	Days	Interest	Repurchase Proceeds
111902796	80069826	150011560	43,982.00	03/30/06	05/01/06	04/01/06	96.929%	(1,350.69)	10.5	12.63	369
112555556	1158047294	130,538.56	07/12/06	09/01/06	08/01/06	102.063%	2,692.36	9.875	35.81	249	8,916.06
112555540	30256534	340,000.00	07/12/06	08/01/06	07/01/06	102.063%	7,012.50	7.5	70.83	279	19,762.50
112555511	302487596	573,750.00	07/12/06	03/01/07	02/01/07	102.063%	11,833.59	7.25	115.55	69	7,972.73
111787651	150012473	282,489.35	03/27/06	06/01/06	05/01/06	103.190%	9,330.41	6.63	53.87	339	18,260.84
112555503	302615171	176,249.00	07/12/06	03/01/07	02/01/07	102.063%	3,635.14	6.875	33.66	69	2,322.45
112662127	1158059050	302622357	162,584.47	09/13/06	03/01/07	02/01/07	102.299%	3,737.82	7	31.61	69
113302591	1158059986	302848990	129,375.23	09/28/06	01/01/07	12/01/06	102.405%	3,111.47	7.625	27.40	129
112555505	1158047303	30257361	216,376.83	07/12/06	03/01/07	02/01/07	102.063%	4,462.77	7.625	45.83	69
113302585	1158059933	302700770	356,947.78	09/28/06	02/01/07	01/01/07	102.405%	8,632.69	7.625	76.03	99
111787568	11580443241	98,000.00	03/27/06	05/01/06	04/01/06	103.190%	3,126.20	7.63	20.77	369	7,684.34
113075666	359337403	302671066	338,863.00	09/13/06	03/01/07	02/01/07	102.299%	7,790.46	7.75	72.95	69
113075687	359337356	302858540	360,000.00	09/13/06	10/01/06	09/01/06	102.299%	8,276.40	7.75	77.50	219
113991602	359399198	30327454	249,200.00	12/11/06	03/01/07	02/01/07	102.056%	5,123.55	7.75	53.65	69
111787573	1158043263	150012570	320,000.00	03/27/06	08/01/06	07/01/06	103.190%	10,208.00	7.75	68.89	279
113073970	1158059866	302704494	395,500.00	09/13/06	03/01/07	02/01/07	102.187%	8,649.59	7.75	85.14	69
113991607	359399189	303288659	243,781.00	12/11/06	03/01/07	02/01/07	102.056%	5,012.14	7.875	53.33	69
113073948	1158059876	302443859	322,750.00	09/13/06	03/01/07	02/01/07	102.187%	7,036.67	7.875	70.38	69
113075689	359337350	302922319	54,000.00	09/13/06	10/01/06	09/01/06	102.299%	12,414.60	8	120.00	219
113991610	359399187	303277652	482,365.96	12/11/06	02/01/06	01/01/06	102.056%	9,917.44	8.125	108.87	99
111787561	1158042595	150011268	263,200.00	03/27/06	02/01/06	01/01/06	103.190%	8,396.08	8.25	60.32	459
113073990	1158059520	302858666	271,299.02	09/13/06	02/01/07	01/01/07	102.187%	5,933.31	8.25	62.17	99
113073975	1158059521	302712067	244,873.72	09/13/06	11/01/06	10/01/06	102.187%	5,355.39	8.375	56.97	189
113991604	359399191	303282229	78,000.00	12/11/06	01/01/07	12/01/06	102.056%	1,603.68	8.5	18.42	129
111787724	1158043134	150011219	401,260.00	03/27/06	06/01/06	05/01/06	103.190%	12,799.88	8.5	94.74	339
111787732	1158042616	150009385	213,750.00	03/27/06	03/01/06	02/01/06	103.190%	8,818.63	8.625	51.21	429
111787723	1158043177	150012971	70,500.00	03/27/06	07/01/06	06/01/06	103.190%	2,248.95	8.63	16.90	309
111802361	1158043202	15001998	492,000.00	03/27/06	05/01/06	04/01/06	103.190%	15,694.80	8.63	117.94	369
113075675	359337376	30268701	470,687.00	09/13/06	02/01/07	01/01/07	102.299%	10,820.40	8.875	116.03	99
111787707	1158044232	150011198	141,889.25	03/27/06	06/01/06	05/01/06	103.190%	4,525.31	8.875	34.97	339
111787597	1158043219	150013219	457,013.61	03/27/06	07/01/06	06/01/06	103.190%	14,578.73	8.875	112.67	309
111787658	1158043277	150010953	481,262.01	03/27/06	07/01/06	06/01/06	103.190%	15,351.94	8.875	118.64	309
111787572	1158044579	150011556	178,000.00	03/27/06	04/01/06	03/01/06	103.190%	5,614.40	9	44.00	399
111787731	1158043143	150002916	224,000.00	03/27/06	05/01/06	04/01/06	103.190%	7,145.60	9	56.00	369
113302605	1158059936	302894499	214,437.04	03/28/06	03/01/07	02/01/07	102.405%	6,600.21	9	68.61	69
111787671	1158042660	150012716	290,500.00	03/27/06	04/01/06	03/01/06	103.190%	9,266.95	9,125	73.63	399
111787729	1158044377	150020771	177,352.21	03/27/06	05/01/06	04/01/06	103.190%	5,657.54	9,875	48.65	339
111787673	1158042605	15001701	576,000.00	03/27/06	02/01/06	01/01/06	103.190%	14,442.40	9.25	76.06	369
111787595	1158059802	302671198	503,594.85	09/13/06	01/01/07	12/01/06	102.187%	11,013.62	9.25	129.40	129
111787616	359398200	303301603	316,800.00	12/11/06	01/01/06	12/01/06	102.056%	6,513.41	9.5	83.60	129
111787621	1158043215	150011507	238,771.65	03/27/06	01/01/07	12/01/06	103.190%	7,616.82	9.5	68.01	129
111787718	1158044377	150020771	177,352.21	03/27/06	06/01/06	05/01/06	103.190%	9,442.40	9.25	142.40	459
111787672	1158042605	150011483	307,500.00	03/27/06	03/01/06	02/01/06	103.190%	9,809.25	10.5	89.69	429
111902830	80070089	150012917	55,983.00	03/30/06	05/01/06	04/01/06	96.929%	(1,719.24)	11.75	18.27	369
111902836	80070139	150013045	120,642.00	03/30/06	06/01/06	05/01/06	96.929%	(3,703.92)	11.875	39.30	309
111902820	80070006	150012718	124,500.00	03/30/06	04/01/06	03/01/06	96.929%	(3,823.40)	13.5	46.69	399
			13,041,488.54						322,587.26	3,095.26	730,059.78

[does not include corp of escrow advances, which will be due to servicer at transfer back to seller.]

## Exhibit B: Lancaster Premium Recapture

10,613.41

CUSIP	DB Loan ID	Seller Loan ID	Principal	Price	REF Date	Settle Date	Prepayment Penalty	Outstanding Balance
111352001	111787604	150009342	\$508,000.00	103,1900	26-Jun-2006	27-Mar-2006	\$16,240.00 Paidoff within 3 months of funding	\$965,20
111352001	111787586	150012618	\$257,839.64	103,1900	28-Apr-2006	27-Mar-2006	\$2,938.32 Paidoff within 3 mo of funding	\$5,286.76
111377149	112555506	1001980874	\$211,464.00	102,0625	21-Sep-2006	12-Jul-2006	\$0.00 Paidoff within 3 mo of funding	\$4,361.45

## **EXHIBIT 3**

**Deutsche Bank** 

Steven Paolini  
Vice President and Counsel  
Phone: 212-250-0382  
Fax: 212-797-4561  
[steven.paolini@db.com](mailto:steven.paolini@db.com)

Deutsche Bank AG New York  
60 Wall Street  
New York, NY 10005-2858  
Tel 212 250 2500

January 11, 2007

**VIA OVERNIGHT COURIER**

Mr. James Pettit  
Lancaster Mortgage Bankers, LLC  
20 Independence Boulevard  
Warren, New Jersey 07059

Re: Seller Loan Purchase Agreement dated as of March 24, 2006  
between DB Structured Products, Inc. ("DBSP") and Lancaster  
Mortgage Bankers, LLV ("Lancaster")

Dear Mr. Pettit:

DBSP hereby demands immediate payment of the amount of \$9,186,234.83 (the "Repurchase Price") which is due and owing to DBSP by Lancaster in connection with the repurchase of each of the loans listed on Exhibit A attached hereto (the "Mortgage Loans"). Pursuant to Section 2(c) of (i) the letter agreement, dated March 1, 2006, between DBSP and Lancaster, (ii) the letter agreement, dated March 13, 2006, between DBSP and Lancaster, (iii) the letter agreement, dated June 21, 2006, between DBSP and Lancaster and (iv) the letter agreement, dated September 7, 2006, between DBSP and Lancaster (together, the "Commitment Letters"), Lancaster has agreed to "repurchase at the Repurchase Price . . . (i) any Mortgage Loans that fail to make the first, second or third scheduled monthly payment due on such Mortgage Loan or due to DBSP within the calendar month such payment is due . . ." Each of the Mortgage Loans on Exhibit A have failed to make either their first, second or third scheduled monthly payment. To date, Lancaster has failed to pay this amount owed to DBSP, despite repeated attempts by DBSP to collect it.

The payoff quote listed on Exhibit A is as of January 19, 2007. Please wire the Repurchase Price to the following bank account no later than January 19, 2007.

BANK:	BANK OF NEW YORK
ABA:	021000018
ACCT #:	GLA/111569
ACCT NAME:	DPX
ATTN:	Ken Glover
RE:	Lancaster Repurchase

Deutsche Bank



If you fail to remit payment by that date, please be advised that DBSP will commence formal legal action against Lancaster to recover the amounts owed without further notice.

Please call me at (212) 250-0382 should you have any questions or wish to discuss this matter. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven Paolini".

Steven Paolini

Enclosures

cc: Mr. Anilesh Ahuja  
Mr. Michael Commaroto  
Mr. Jay F. Strauss  
Mr. Robert Lopena



Premium Recapture 10,613.41

CUSIP	ldb	Loan #/Seller	Loa	Borrower	N	Principal	Price	Pif	Date	Settle	Da	Prepayment	Penalty	Clause	Outstanding	Balance
11135200	11178760	15000934	GUTIERREZ	\$508,000.00	103.1900	26-Jun-20	27-Mar-20	\$15,240.00				\$15,240.00		Paidoff within 3 months of funding		\$95,20
11135200	11178758	15001261	ESTEVES	\$257,839.64	103.1900	28-Apr-20	27-Mar-20	\$2,938.32				\$2,938.32		Paidoff within 3 mo of funding		\$5,286.76
11137714	11255550	10019898	RODRIGUE	\$211,464.00	102.0525	21-Sep-20	12-Jul-20	\$0.00				\$0.00		Paidoff within 3 mo of funding		\$4,361.45

## **EXHIBIT 4**



Thacher Proffitt & Wood LLP  
 Two World Financial Center  
 New York, NY 10281  
 212.912.7400

Fax: 212.912.7751  
[www.tpw.com](http://www.tpw.com)

April 26, 2007

BY FEDERAL EXPRESS AND CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Lancaster Mortgage Bankers, LLC  
 Attn: Mr. James Petit  
 20 Independence Boulevard  
 Warren, New Jersey 07059

Re: Seller Loan Purchase Agreement dated as of March 24, 2006, as  
 amended, between DB Structured Products, Inc. and Lancaster  
Mortgage Bankers, LLC ("Lancaster")

Dear Mr. Petit:

Our firm has been retained as litigation counsel by DB Structured Products, Inc. ("DBSP") in connection with the Seller Loan Purchase Agreement dated as of March 24, 2006, as amended ("Agreement") between DBSP and Lancaster, and in connection with certain letter agreements between DBSP and Lancaster (the "Commitment Letters," and together with the Agreement, the "Agreements"). Capitalized terms used herein and not defined have the meanings set forth in the Agreements.

DBSP hereby demands immediate payment of the amount of \$14,104,748.98 which is due and owing to DBSP by Lancaster in connection with Lancaster's obligation to repurchase and reimburse DBSP with regard to the mortgage loans listed on Exhibits A and B attached hereto (the "Mortgage Loans") pursuant to the Agreements and the Deutsche Bank Correspondent Lending Seller Guide ("Seller Guide"). The Mortgage Loans are in early payment default and/or subject to premium recapture, as specifically set forth in the Commitment Letters and Seller Guide, as shown on Exhibits A and B.

Please remit \$14,104,748.98 by wire transfer to the following bank account no later than May 10, 2007:

Bank:	Bank of New York
ABA:	021000018
Acct. #:	GLA/111569
Acct. Name:	DPX
Attn.:	Ken Glover
Re:	Lancaster Repurchase

Mr. James Petit  
April 26, 2007

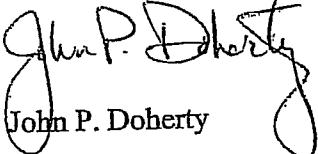
Page 2.

If you fail to remit \$14,104,748.98 by that date, please be advised that DBSP will commence formal legal action against Lancaster to recover the amounts owed without further notice.

Nothing contained in this letter shall constitute a waiver of any of DBSP's rights or remedies under the Agreements, the Seller Guide, at law or in equity. Nor shall this letter be construed as a waiver of any Event of Default by Lancaster under the Agreements or the Seller Guide.

Please call me or Steven Paolini, Esq., Vice President and Counsel, Deutsche Bank AG, at (212) 250-0382 should you have any questions or wish to discuss this matter.

Very truly yours,

  
John P. Doherty

cc: Steven Paolini, Esq.

Encl.

**EXHIBIT A: Lancaster Repurchase Demand**  
**Repurchase Demand To:** 4/10/2007  
**UPB:** 13,041,488.54  
**Interest:** 322,567.26  
**Purchase Premium:** 320,059.78  
**Repurchase Proceeds:** 14,094,135.57  
**Premium Recapture on PIF:** 10,613.41  
**14,104,748.98**

**Per Diem Based upon Current Values** 3,095.26

LMSID	Wells #	SellerLoanID	UPB	Settle Date	Next Due Date	Paid To Date	Price	Premium	Int Rate	Per Diem	Days	Interest	Repurchase Proceeds	
1119027986	800699526	150011560	43,982.00	03/30/06	05/01/06	04/01/06	96.929%	(1,356.69)	10.5	12.83	369	47,733.56	47,364.88	
112555566	1158047298	3025986724	130,538.56	07/12/06	09/01/06	08/01/06	102.063%	2,692.36	9.875	35.81	249	6,916.56	142,146.97	
112555540	1158047329	302526534	340,000.00	07/12/06	08/01/06	07/01/06	102.063%	7,012.50	7.5	70.83	279	19,762.50	366,775.00	
112555511	1158047284	302457556	573,750.00	07/12/06	03/01/07	02/01/07	102.068%	11,833.59	7.25	115.55	69	7,972.73	593,556.33	
111787651	1158044030	150012473	292,489.35	03/27/06	06/01/06	05/01/06	103.190%	9,330.41	6.63	53.87	339	18,260.84	320,080.60	
112555503	359315210	302615171	176,249.00	07/12/06	03/01/07	02/01/07	102.065%	3,635.14	6.875	33.66	69	2,322.45	182,206.58	
112662127	1158059050	302622367	162,584.47	09/13/06	03/01/07	02/01/07	102.299%	3,737.82	7	31.61	69	2,181.34	168,503.63	
113932591	1158059986	302848990	129,375.23	09/28/06	01/01/07	12/01/06	102.405%	3,111.47	7.625	27.40	129	3,534.91	136,021.61	
112555505	1158047303	302519361	216,376.83	07/12/06	03/01/07	02/01/07	102.063%	4,462.77	7.625	45.83	69	3,162.26	224,001.86	
113302685	1158059933	302730770	358,947.78	09/28/06	02/01/07	01/01/07	102.405%	8,632.68	7.625	76.03	99	7,526.69	375,107.16	
111787568	1158044366	150013241	98,000.00	03/27/06	05/01/06	04/01/06	103.190%	3,126.20	7.63	20.77	369	7,664.34	108,790.54	
113075666	359337406	302671066	338,863.00	09/13/06	03/01/07	02/01/07	102.299%	7,790.46	7.75	72.95	69	5,033.53	351,686.99	
113075687	359337356	302855540	360,000.00	09/13/06	10/01/06	09/01/06	102.299%	8,276.40	7.75	77.50	219	16,972.50	385,248.90	
113991602	359339198	3032717454	249,200.00	12/11/06	03/01/07	02/01/07	102.056%	5,123.55	7.75	53.65	69	3,701.66	258,025.21	
111787573	1158043263	150012570	320,000.00	03/27/06	08/01/06	07/01/06	103.190%	10,208.00	7.75	68.99	279	19,220.00	349,428.00	
113073970	1158059866	302704494	395,500.00	09/13/06	03/01/07	02/01/07	102.187%	8,649.59	7.75	65.14	69	5,874.82	410,024.41	
113991607	359339189	303256659	243,751.00	12/11/06	03/01/07	02/01/07	102.056%	5,012.14	7.875	53.33	69	3,679.57	252,472.71	
113073948	359339198	302443859	321,750.00	09/13/06	03/01/07	02/01/07	102.187%	7,036.67	7.875	70.38	69	4,856.41	333,643.09	
113073975	1158059521	302712067	244,873.72	09/13/06	11/01/06	10/01/06	102.299%	12,414.60	8	120.00	219	26,200.00	576,694.60	
113075689	359337350	302922319	540,000.00	09/13/06	10/01/06	09/01/06	102.056%	9,917.44	8.125	108.87	99	10,777.86	503,061.27	
113991610	359339187	303277762	482,365.96	12/11/06	02/01/07	01/01/07	102.187%	8,649.59	7.75	65.14	69	5,874.82	269,281.43	
111787561	1158042895	150011268	263,200.00	03/27/06	02/01/06	01/01/06	103.190%	8,366.08	8.25	60.32	459	27,665.35	265,387.43	
113073990	1158059850	302855666	271,299.02	09/13/06	02/01/07	01/01/07	102.187%	5,933.31	8.25	62.17	99	6,165.10	260,995.90	
111787723	1158043177	302712067	124,873.72	09/13/06	11/01/06	10/01/06	102.187%	5,355.39	8.375	56.97	189	10,766.79	81,979.43	
113991604	359339191	303232229	78,000.00	12/11/06	01/01/07	12/01/06	102.056%	1,603.68	8.5	18.42	129	2,375.75	446,166.59	
111787724	1158043134	4012500	561,000.00	03/27/06	06/01/06	05/01/06	103.190%	12,798.86	8.5	94.74	339	32,116.72	242,538.12	
111787732	1158042616	150009385	133,750.00	03/31/06	02/01/06	01/01/06	103.190%	6,818.63	8.625	51.21	429	21,969.49	77,971.18	
111787723	1158043177	150012971	70,500.00	03/27/06	07/01/06	06/01/06	103.190%	2,248.95	8.63	16.90	309	5,222.23	551,215.39	
111787658	1158043202	492,000.00	03/27/06	05/01/06	04/01/06	103.190%	15,694.80	8.63	117.94	369	43,521.09	99,170.40		
111787661	1158043202	150001198	492,000.00	03/27/06	05/01/06	04/01/06	102.299%	10,820.40	8.875	116.03	99	11,486.97	492,964.38	
113075675	359337376	302695701	470,657.00	09/13/06	02/01/07	01/01/07	102.299%	4,525.31	8.875	34.97	339	11,855.59	158,240.15	
111787707	1158044232	1500011198	141,859.25	03/27/06	06/01/06	05/01/06	103.190%	14,578.73	8.875	112.67	309	34,813.96	506,406.31	
113302605	1158043179	457,013.61	03/27/06	07/01/06	06/01/06	103.190%	2,248.95	8.63	117.94	309	36,660.37	533,264.32		
111787797	1158043513	1500013219	116,000.00	03/27/06	04/01/06	03/01/06	103.190%	15,351.94	8.875	44.00	399	17,556.00	199,170.40	
111787671	1158043660	150012716	481,252.01	03/27/06	05/01/06	04/01/06	103.190%	5,614.40	9	94.00	399	11,486.97	492,964.38	
111787619	1158044377	1500010953	298,000.00	03/27/06	04/01/06	03/01/06	103.190%	9,120.40	9	56.00	369	20,664.00	261,809.60	
111787672	1158044579	1500011556	176,000.00	03/27/06	04/01/06	03/01/06	102.187%	11,013.62	9.25	129	429	10,784.40	334,097.81	
111787731	1158043143	1500012916	224,000.00	03/27/06	05/01/06	04/01/06	102.056%	6,513.41	9.5	83.60	129	8,128.18	254,516.65	
111787732	1158044232	1500011198	274,437.04	09/28/06	03/01/07	02/01/07	102.405%	6,600.21	9	68.61	69	4,734.04	285,771.29	
111787723	1158044499	302894499	298,500.00	03/27/06	04/01/06	03/01/06	103.190%	9,266.95	9.125	73.63	399	29,379.84	333,506.90	
111787671	1158043660	150012716	177,352.21	03/27/06	05/01/06	04/01/06	103.190%	9,442.40	9.25	162.00	459	74,358.00	668,732.40	
111787729	1158044377	1500012716	298,000.00	03/27/06	04/01/06	03/01/06	102.187%	18,374.40	10.125	129	429	38,475.94	385,785.19	
113073959	1158055990	302671198	503,594.86	09/13/06	02/01/06	01/01/06	103.190%	9,809.25	10.5	89.69	429	10,784.40	61,006.21	
111787661	1158042599	1500011483	307,500.00	12/11/06	01/01/07	12/01/06	103.190%	7,616.82	9.5	63.01	129	6,742.45	129,233.77	
111902830	80070089	150012917	55,983.00	03/30/06	05/01/06	04/01/06	96.929%	(1,719.24)	11.75	18.27	369	12,296.69	199,501.65	
111902836	80070139	150013045	120,642.00	03/30/06	07/01/06	06/01/06	96.929%	(3,704.92)	11.875	39.80	309	12,296.69	139,304.92	
111902820	80070006	150012718	124,500.00	03/30/06	04/01/06	03/01/06	96.929%	(3,823.40)	13.5	46.69	399	18,628.31	139,304.92	
			13,041,488.54						3,095.26				730,059.78	14,094,135.57

(does not include corp or escrow advances which will be due to servicer at transfer back to seller)

## Exhibit B: Lancaster Premium Recapture

10,613.41

CUSIP	DBI Loan ID	Seller Loan ID	Principal	Price	PF Date	Settle Date	Prepayment Penalty	Clause	Outstanding Balance
111352001	111787604	150009342	\$508,000.00	103.1900	26-Jun-2006	27-Mar-2006	\$15,240.00	Paidoff within 3 months of funding	\$965.20
111352001	111787586	150012618	\$257,839.64	103.1900	28-Apr-2006	27-Mar-2006	\$2,938.32	Paidoff within 3 mo of funding	\$5,286.76
111377149		1001980874	\$211,464.00	102.0625	21-Sep-2006	12-Jul-2006	\$0.00	Paidoff within 3 mo of funding	\$4,361.45

\$10,613.41